

# Terms of Service and Legal Disclaimers



Welcome to the Humboldt Park Portal website, [www.humboldtparkportal.org](http://www.humboldtparkportal.org) (which we refer to alternately in these Terms of Service as the “Humboldt Park Portal” and/or the “web site”). The Humboldt Park Portal is a community website, designed to be used by residents and institutions in Humboldt Park. We want to ensure that the site is acceptable and usable for anyone in the community. That requires a few rules for use. Accordingly, these Terms of Service are for the users, members and others who visit and use the web site.

When we refer to “you” and “your” in these Terms of Service, we are referring to you as a user of and visitor to the Humboldt Park Portal. “We,” “us” and “our” refer to Bickerdike Redevelopment Corporation.

## Acceptance of Terms

**YOU SHOULD CAREFULLY READ THESE TERMS OF SERVICE.** By accessing, browsing, using and/or registering on the Humboldt Park Portal, you acknowledge that you have read, understood and agreed to be bound by these Terms of Service, as they may be modified by us from time to time without notice to you. Any modifications will be effective when such changes are posted to the web site. **You understand and agree that your continued access to or use of the web site after any posted modification to the Terms of Service indicates your acceptance of the modification.** You can review the most current version of the Terms of Service at any time by accessing the “About Us” section of the web site.

If you do not agree to these Terms of Service, you should not access or otherwise use the Humboldt Park Portal.

## Eligibility, Member Accounts, Passwords and Security

To access or use the Humboldt Park Portal, you must be at least 13 years of age, and otherwise have the authority to enter into these Terms of Service. You agree that any information you provide to us during registration, and at all other times, will be true, accurate, current and complete.

In order to use some of the features that are offered through the web site, you will need to create an account and provide certain information about yourself. You will be responsible for maintaining the confidentiality of your account and password, and will be responsible for all activities that occur under your account or password. You agree to notify us immediately of any unauthorized use of your account or password.

We reserve the right to close your account, without notice to you, at any time for any or no reason and with no liability to you.

## Acceptable Use Policy

In using the web site, you and other users, subject to these Terms of Service, will have the opportunity to submit, post, transmit and/or exchange certain Content to the web site. “Content” refers to any information, ideas, opinions, text, images, photos, audio, video, location data and all other forms of data or communication.

You are solely responsible for all of the Content you submit or transmit to, through, or in connection with the Humboldt Park Portal (such Content, “Your Content”), as well as any and all acts and omissions that occur

during or relating to your use of the Humboldt Park Portal. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

You agree not to engage in unacceptable use of the Humboldt Park Portal web site. Without limiting the foregoing, you agree that you will not, and will not assist or enable any other party to:

- Post any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- Impersonate any person or entity (including any Humboldt Park Portal agent, enthusiast, or moderator), or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content;
- Post any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, investment opportunities, or any other form of solicitation that is not expressly permitted by us in areas that are expressly designated by the Humboldt Park Portal for such purpose;
- Disseminate or transmit any Content that infringes or otherwise violates any party's copyright, trademark, trade secret, patent or other proprietary or intellectual property right, including, but not limited to, using third-party copyrighted materials, without appropriate permission, using third party trademarks without appropriate permission or attribution, or using or distributing third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality;
- Post any Content that you do not have a right to under any law or under contractual or fiduciary relationship (which includes inside information and other proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Violate any law (whether local, state, national, or international), whether or not intentionally;
- Disseminate or transmit any worms, viruses or other harmful, disruptive or destructive files, code or programs;
- Interfere with or disrupt the Humboldt Park Portal services, the web site, or servers or networks connected to the web site, or disobey any requirements, procedures, policies, or regulations of networks connected to the web site;
- Interfere, disrupt, or attempt to gain unauthorized access to other profiles or accounts on the Humboldt Park Portal web site or any other computer network;
- Restrict or inhibit any other visitor or member from using the Humboldt Park Portal web site, including, without limitation, by means of "hacking" or defacing any portion of the Humboldt Park Portal web site;
- Post any Content that is inconsistent with the mission of the Humboldt Park Portal as stated in the "About Us" portion of the web site;
- Imply or suggest in any way that Your Content is sponsored or endorsed by the us; or
- Engage in any other activity deemed by the Humboldt Park Portal in our sole discretion to be in conflict with the spirit or intent of these Terms of Service.

We are under no obligation to enforce these Terms of Service on your behalf against another user. You understand that by using the Humboldt Park Portal web site, you may be exposed to Content that may offend you or challenge your beliefs. Your sole remedy is to avoid such Content by discontinuing your access.

### **Responsibility for Content and Non-Endorsement**

Opinions and other statements expressed by users and third parties are theirs alone, not opinions of us or of

the Humboldt Park Portal. Content created by third parties (including Your Content, "Third Party Content") is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed. Although we reserve all rights to monitor the Humboldt Park Portal web site for any reason, including to evaluate whether any Third Party Content added to the web site is, in our sole discretion, consistent with these Terms of Service and the mission of the Humboldt Park Portal, we assume no responsibility or liability arising from any Third Party Content.

The Humboldt Park Portal does not endorse any political candidate, party, or platform. The Humboldt Park Portal web site and third parties may provide links to web pages, web sites, and various resources or locations on the web. The Humboldt Park Portal has no control over the information you access via such links, does not endorse that information, and is not responsible for it or for the consequences of your use of that information.

The Humboldt Park Portal does not control any postings to the comments sections of the web site, and does not guarantee the accuracy, integrity or quality of any such postings. Under no circumstances will the Humboldt Park Portal be liable in any way for any postings, including, but not limited to, for any errors, omissions or misrepresentations in any postings, or for any loss or damage of any kind incurred as a result of the use of, or arising from, any postings.

If you are aware of any communication in a comment area on the Humboldt Park Portal web site that you believe is unlawful, infringes the property rights of The Humboldt Park Portal, a user, or a third party, or otherwise fails to conform to these Terms of Service, please send an e-mail notification with the subject "Inappropriate Use" to" [info@humboldtparkportal.org](mailto:info@humboldtparkportal.org).

You acknowledge and agree that any Third Party Content and any and all liability arising from Third Party Content are the sole responsibility of the user who posted the Third Party Content, and not the Humboldt Park Portal.

If you do choose to post Content on our web site, please do not do so unless you understand that your postings will be available publicly. You should not assume that you are anonymous online and cannot be identified by your postings. You agree that all of your postings will comply with the requirements of these Terms of Service.

The Humboldt Park Portal has the right, but not the obligation, to refuse to make available, to modify or to remove any postings or portions of postings in our sole discretion and at any time without notice to the poster, regardless of whether those postings violate the terms of these Terms of Service or are otherwise objectionable. You agree that your use of any Content is solely at your own risk, including any reliance on the accuracy, completeness, or usefulness of the Content.

### **Intellectual Property**

You represent and warrant that you own, or otherwise have the full right to use and grant the license set forth below in, all of Your Content, and the posting of Your Content does not violate any intellectual property or other proprietary rights of any other person.

If you choose to post any Content on our web site, you agree that the Humboldt Park Portal may, and you hereby grant us a nonexclusive, global, royalty-free, sublicensable and transferable license to, copy, distribute, display, publish, modify, translate and create derivative works from such postings and all of Your Content contained therein for any purpose and in any medium worldwide without any obligation to compensate you or any other third party in any way for any such use. The Humboldt Park Portal may grant other parties these

same rights as to the postings and Your Content. You waive against us and all users of the Humboldt Park Portal any claims and assertions of moral rights or attribution with respect to Your Content.

You agree that, as between you and us, we own or otherwise have all proprietary rights to all Content that we create and make available in connection with the Humboldt Park Portal (“Our Content”), including all visual interfaces, interactive features, graphics, design, compilations, computer code, software and all other elements and components of the Humboldt Park Portal other than Your Content. We also own or otherwise have all proprietary rights to the copyrights, trademarks, service marks, trade names and other intellectual and proprietary rights throughout the world associated with Our Content and the Humboldt Park Portal, which are protected by applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of Our Content in whole or in part except as we may expressly authorize in writing.

You will not remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the web site.

### **Infringement Policy**

Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the “DMCA”), we reserve the right, but not the obligation, to terminate your use of the web site if we determine, in our sole and absolute discretion, that you are involved in any infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately deemed to be infringing. We accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials.

The DMCA provides a complaint procedure for copyright owners who believe that any materials on the web site infringe their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the web site, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (2) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are alleged to have been infringed, a representative list of such works; (3) a description of the material that is claimed to be infringing or to be the subject of the infringing activity, and a description of where on the web site the material that you claim is infringing is located; (4) information where we can contact you, including your address, phone number and, if available, an electronic mail address; (5) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give us legally sufficient notice of infringement. Send copyright infringement complaints to:

Humboldt Park Portal  
2550 W North Ave  
Chicago, IL 60647

We suggest that you consult your legal advisor before filing a DMCA notice with our copyright agent. There can be penalties for false claims under the DMCA.

### **Indemnity**

You agree to indemnify and hold us, and our directors, officers, affiliates, volunteers, agents, employees, licensors and partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any Content you submit, post to, or transmit through the Humboldt Park Portal, your use of the Humboldt Park Portal, your violation of these Terms of Service or your violation of any rights of any third party.

### **Disclaimers**

THE HUMBOLDT PARK PORTAL AND THE MATERIALS AND CONTENT ON THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT THE WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER THAT MAKES THE WEB SITE AVAILABLE ARE FREE OF VIRUSES OR ANYTHING ELSE HARMFUL. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS WEB SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY OR OTHERWISE. SOME STATES DO NOT PERMIT LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability**

WE SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE HUMBOLDT PARK PORTAL OR THE CONDUCT OF OTHER USERS OF THE WEB SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEB SITE. YOUR ONLY REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **Privacy Policy**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. Please read our [Privacy Policy](#), which is available through the "About Us" link on the web site and is incorporated into these Terms of Service, for more information on the collection and use of information on this web site.

### **Governing Law**

These Terms of Service will be governed by and construed in accordance with the laws of the State of Illinois and the United States of America, excluding all conflict of laws rules. Except as provided in the Injunctive Relief section below, any action related to or arising out of these Terms of Service will be filed only in courts located in the State of Illinois, and you consent to the jurisdiction of such courts.

Any cause of action or claim you may have with respect to the web site must be commenced within one (1) year after the claim or cause of action arises.

### **Injunctive Relief**

In the event you breach or threaten breach of these Terms of Service, you acknowledge and agree that we will be greatly and irreparably damaged and the damage will be difficult to quantify. Therefore, we may apply to any court of competent jurisdiction accepting jurisdiction under this specific provision, who, regardless of the Governing Law provision above, will apply the laws of its own jurisdiction in determining whether we will be

granted an injunctive or other equitable relief to stop your breach or your threat of breach, without impairing, invalidating, negating or voiding our rights to relief in either law or equity.

### **Miscellaneous**

If any provision of these Terms of Service is held to be unenforceable, this holding will not affect the validity of the other provisions.

These Terms of Service are for the benefit of the Humboldt Park Portal, Bickerdike Redevelopment Corporation, our subsidiaries, affiliates and third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Our failure to insist upon or enforce strict performance of any of these Terms of Service shall not be considered a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall modify any of these Terms of Service.

We may assign our rights and duties under these Terms of Service to any party at any time without notice to you.

These Terms of Use Service be modified only by our posting of changes to these terms and conditions. Any inquiries concerning these terms and conditions of use should be directed to [lpadial@bickerdike.org](mailto:lpadial@bickerdike.org).

### **Termination**

We reserve the right in our sole discretion to terminate or restrict your use of all or any part of the web site out notice, for any or no reason, and without liability to you or anyone else. The provisions of these Terms of Service under the headings Acceptable Use Policy, Responsibility for Content and Non-Endorsement, Intellectual Property, Infringement Policy, Indemnity, Disclaimers, Limitation of Liability, Governing Law, Injunctive Relief and Miscellaneous shall survive any termination.